

CONTRACT AMENDMENT

PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

DESCRIPTION: Emergency Child Care Bridge Program for Foster Children
CONTRACT NO. **HHS000477-A**
BEGINS: July 1, 2022
ENDS: June 30, 2023
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

Description: First amendment to this contract with PLACER COUNTY OFFICE OF EDUCATION to increase compensation by \$133,603 for a revised total of \$287,217.

WHEREAS, County of Placer (COUNTY) has contracted with **PLACER COUNTY OFFICE OF EDUCATION** (CONTRACTOR) to administer the Emergency Child Care Bridge Program, and

WHEREAS, COUNTY has been allocated additional funding, and

WHEREAS, it is necessary to modify the current agreement to increase compensation, and

NOW, THEREFORE, IT IS AGREED BY BOTH PARTIES THAT, EFFECTIVE JULY 1, 2022 the following amendment is made to the original contract, additions are shown in bold, italics, and underline, and deletions are shown in strike-through:

1. Section 3, PAYMENT, is hereby amended as follows:

3. PAYMENT: COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B-1, titled **Revised** Payment Provisions, attached hereto. The payment specified in Exhibit B-1, shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed ~~ONE HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED FOURTEEN DOLLARS (\$153,614)~~ **TWO HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$287,217)**. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

2. The first paragraph under Section 5, INVOICES, is hereby amended as follows:

5.1 CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. For all contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B-1, titled **Revised** Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 calendar days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.

3. Section 6, EXHIBITS, is hereby amended as follows:

6. EXHIBITS: Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form

the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B-1, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

4. Exhibit B, Payment Provisions, is hereby amended as shown in Exhibit B-1, Revised Payment Provisions, attached hereto and incorporated herein by this reference.
5. Exhibit H, Information Security Requirements, is hereby added to this Agreement, attached hereto and incorporated herein by this reference.
6. All other terms and conditions of the original contract shall remain unchanged, and in full force and effect.

// Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this contract amendment as of the day first above stated:

PLACER COUNTY OFFICE OF EDUCATION
("CONTRACTOR")

Gayle Garbolino-Mojica,
County Superintendent of Schools

Date: _____

COUNTY OF PLACER
("COUNTY")

Robert L. Oldham, Director,
Department of Health & Human Services

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B-1 – **Revised** Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – Reporting Exhibit
- Exhibit E – Federally Funded Contracts
- Exhibit F – Certification Regarding Lobbying
- Exhibit G – Assurance of Compliance Agreement
- Exhibit H – Information Security Requirements**

With the exception of B-1 and H, exhibits are not attached. Please reference the original contract for those exhibits, which remain unchanged.

*Contract amendment must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract amendment, even if it is the same as the previous year.

REVISED PAYMENT PROVISIONS

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law.

This payment provision is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement, and limited to moving identified funding amounts between lines.

Budget

Assistance		
Emergency Child Care Voucher	\$104,630	<u>\$207,362</u>
Administration		
Child Care Navigator/ Administration	\$38,630	<u>\$57,993</u>
Trauma-Informed Care Training	\$10,354	<u>\$21,862</u>
Total Administration	\$48,984	<u>\$79,855</u>
Total:	\$153,614	<u>\$287,217</u>

Emergency Child Care Bridge Program for Foster Children (Bridge Program) Plan

Age	Total Vouchers	Emergency Placements	Compelling Reason
0-2	7 <u>14</u>	7 <u>14</u>	N/A <u>1-3</u>
3-5	10 <u>20</u>	10 <u>20</u>	N/A <u>1-3</u>
6-12	7 <u>14</u>	7 <u>14</u>	N/A <u>1-3</u>
Total Vouchers:	24 <u>48</u>	24 <u>48</u>	0 <u>3-9</u>

Child Care Navigator/Number of Contacts: ~~36 contacts~~ **Approximately 70**

Number of Child Care Providers Trained/Coached: ~~250~~ **Approximately 400**

Child Care Provider Training and Coaching Sessions: ~~30~~ **Approximately 60**

Information Security Requirements

1. Data Location

- 1.1. The CONTRACTOR shall not store or transfer non-public COUNTY data outside of the United States. This includes backup data and Disaster Recovery locations. The CONTRACTOR will permit its personnel and contractors to access COUNTY data remotely only as required to provide technical support. (Remote access to data from outside the continental United States is prohibited unless approved in advance and in writing by the County.)**
- 1.2. The CONTRACTOR must notify the COUNTY in advance and in writing of any location changes to CONTRACTOR's data center(s) that will process or store County data.**

2. Data Encryption

- 2.1. For all COUNTY data, The CONTRACTOR shall encrypt all non-public data in transit regardless of the transit mechanism.**
- 2.2. For all COUNTY data, if the CONTRACTOR stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords.**
- 2.3. For all COUNTY data, the CONTRACTOR's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements as outlined at <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>**

3. Sub-Contractor Disclosure

- 3.1. The CONTRACTOR shall ensure its subcontractors, vendors, agents, and suppliers acting on behalf or, or through CONTRACTOR comply with all COUNTY Information Security Requirements.**

4. Business Continuity

- 4.1. CONTRACTOR shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth below, and specifically incorporated herein.**
- 4.1.1. Recovery Time Objective is the duration of time within which a service, business process or application must be restored after an outage to avoid unacceptable consequences associated with a break in continuity of business**
- 4.1.2. Recovery Point Objective is the maximum acceptable amount of data loss after an unplanned outage expressed as an amount of time. Example: If RPO is 4 hours, only a maximum of 4 hours' worth of data can be lost. Backups should be maintained at intervals of every 4 hours.**

5. Breach Notification

- 5.1. CONTRACTOR shall notify the COUNTY's contract administrator concerning any breach of COUNTY data or any data incident involving CONTRACTOR's data in which the security of COUNTY data systems may be compromised within 24 hours of the breach or incident.**